

PREJUDGMENT REMEDY WAIVER AND JURY TRIAL WAIVER

To: SAVINGS INSTITUTE BANK & TRUST COMPANY
803 Main Street
Willimantic, CT 06226

Date: June 25, 2015

The undersigned hereby acknowledge their understanding that:

1. The execution and delivery to you of certain Loan Documents by **3300 PARK AVENUE CONDOMINIUM ASSOCIATION, INC.** ("Borrower") in connection with a loan of even date in the original principal amount of \$225,000.00 between the undersigned and you, and the transaction contemplated by said Loan Documents is a commercial transaction as defined in Section 52-278a of the Connecticut General Statutes, revision of 1948, as revised.

2. You may have rights against the Borrower, now or in the future, in your capacity as secured party, as a creditor, or otherwise.

3. Such rights may include the right to deprive the Borrower of or affect the use of or possession or enjoyment of their property. In the event you deem it necessary to exercise any of such rights, whether by the commencement of a replevin action, the institution of attachment or garnishment or commencement of an action against the Borrower under the Loan Documents or the self-help provisions of the Uniform Commercial Code of Connecticut, or otherwise, the Borrower may, but for the waiver hereinafter set forth, be entitled to judicial process, notice and/or hearing under the Constitution of the United States and/or the State of Connecticut, Chapter 903a of said Connecticut General Statutes, or the right to notice and/or hearing under other applicable state or federal laws pertaining to prejudgment remedies, prior to the exercise by you of any such rights.

In order to induce you to grant the Loan to Borrower the **Borrower hereby expressly waive any such right to judicial process, prejudgment remedy notice or hearing to which any of the Borrowers may otherwise be entitled;** provided, however, that this waiver shall not include a waiver of such rights as the Borrower may have under the Uniform Commercial Code of Connecticut to prior notice of the proposed disposition of any and all collateral by you. Specifically and without limiting the generality of the foregoing, the Borrower recognizes that you have and shall continue to have an absolute right to effect collection of any of the Loans, as defined in the Agreement, and to take possession of and sell any or all of the collateral held by you, or attach or otherwise affect the property of the Borrower without the necessity of judicial process or according to the Borrower any prior notice or hearing.

4. Borrower may, but for the waiver hereinafter set forth, have a right to a

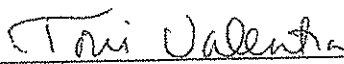
jury trial in an action by or against you. In order to induce you to grant the Loan to Borrower, Borrower hereby expressly waives any right to a jury trial in any court and in any suit, action or proceeding on any matter arising in connection with or in any way related to the transactions of which the Agreement is a part and/or the enforcement of any of your rights and remedies. The Borrower makes this waiver knowingly, voluntarily and only after extensive consideration of the ramifications of this waiver with their attorneys or affirmatively declining to consult with their respective attorneys after acknowledging their right to independent legal counsel.

These shall be continuing waivers and shall remain in full force and effect so long as any of the Borrowers is obligated to you under the Loan Documents.

3300 PARK AVENUE CONDOMINIUM
ASSOCIATION, INC.

By: 
Carmen Rosa
Its President

Subscribed to before me this 25th day of June, 2015.



Notary Public
Commissioner of the Superior Court

TONI VALENTIN
NOTARY PUBLIC
MY COMMISSION EXPIRES JULY 31, 2020